

DECLASSIFIED AND RELEASED BY  
CENTRAL INTELLIGENCE AGENCY  
SOURCES METHOD EXEMPTION 3B2B  
NAZI WAR CRIMES DISCLOSURE ACT  
DATE 2006

Date: 24 FEB 2004

Mr. Mario K. Giordano

Dear Mr. Giordano:

The United States Government, as represented by the Contracting Officer, hereby contracts with you as a Covert Associate for the use of your services and the performance of duties of a confidential nature under the following terms and conditions:

1. Compensation. In full consideration for services performed pursuant to this contract, you will be compensated at the rate of \$5,000 per annum. Payments will be made as directed by you in writing in a manner acceptable to the Government. Taxes will be withheld from these amounts and submitted by the Government in the name of the "United States Government." You will report the source of such income as directed by the Government.

2. Travel (a) The Government will advance or reimburse you funds, not to exceed a total of \$300 for the travel and transportation expenses of your dependents and their household effects from the New York, New York area to the Washington, D.C., area.

(b) You will be advanced or reimbursed funds for necessary expenses incurred in connection with such domestic travel as may be directed or authorized by the Government. This will include per diem in lieu of subsistence in the course of such travel while away from Washington, D.C. All travel, transportation and per diem provided for under these sub-paragraphs must be properly authorized, and expenses incurred hereunder are subject to payment and accounting in substantial compliance with Government regulations.

3. Benefits. (a) You will be entitled to death and disability benefits equal to those authorized under the Federal Employees' Compensation Act, as amended. Claims by you, your heirs, or legal representatives under this paragraph will be processed by the Government in accordance with its procedures in such manner as not to impair security.

(b) You will be entitled to ten (10) calendar days' leave per contract year. Such leave may be accrued during the term of this contract or any renewal hereof but payment in lieu of unused leave will not be authorized. Such leave may only be taken at times and places approved in advance by appropriate representatives of the Government.

(c) Civil Service Retirement deductions will not be made from your wages since your employment hereunder is not a covered employment under the Civil Service Retirement Act. However, your status is that of an employee of the United States Government paid from Government funds. Therefore, if in the future you are employed by the United States Government in a status covered by the Civil Service Retirement Act, periods of service under this contract will be available as creditable service for retirement purposes upon deposit by you of a sum equal to the total deductions which would

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have been made had you been under the Civil Service Retirement Act during the period you serve under this contract, plus interest as provided in the rules and regulations of the Civil Service Commission.

4. Execution of Documents. If, in the performance of your cover service, you assume the custody of government funds or take title of record to property of any nature whatsoever and wherever situate, which property has in fact been purchased with monies of the U.S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents ~~which~~ may be required by the Government to evidence this relationship.

5. Secrecy. You will be required to keep forever secret this contract and all information which you may obtain by reason hereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution under the espionage laws dated 24 June 1948 as amended, and other applicable laws and regulations.

6. Instructions. Instructions received by you from the Government in briefing, training or otherwise are a part of this contract and are incorporated herein, provided that such instructions are not inconsistent with the terms hereof.

7. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.

8. Term. This contract is effective as of 24 February 1954, and shall continue thereafter for a period of two (2) years unless sooner terminated by the Government either:

- (a) By thirty (30) days' actual notice by either party hereto, or
- (b) Without prior notice, in the event of a breach of this contract by your violation of the security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

Subject to the availability of appropriations, this agreement may be renewed for successive periods of one year each upon notice from the Government accepted by you. Termination of this agreement will not release you from the obligations of any security oath you may be required to take.

UNITED STATES OF AMERICA

By \_\_\_\_\_  
Contracting Officer

Accepted:

\_\_\_\_\_  
Mario K. Giordano

APPROVED:

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Mario K. Giordano

Dear Mr. Giordano:

Reference is made to your contract effective 24 February 1954, with the United States Government, as represented by the Contracting Officer, for the use of your services and the performance of duties of a confidential nature.

Effective 10 February 1955, said contract is amended by deleting the figure \$5000 in the first sentence of paragraph one entitled "Compensation" and substituting in lieu thereof the figure \$5200.

All other terms and conditions of the contract remain in full force and effect.

UNITED STATES OF AMERICA

BY \_\_\_\_\_  
Contracting Officer

APPROVED:  
  
\_\_\_\_\_

*Shown to Subject by  
Val on 17 Mar 55*

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